

1 BILL NO. S-88-08- 47

2 SPECIAL ORDINANCE NO. S- 145-88

3 AN ORDINANCE approving the awarding of
4 Reference #846 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and Flex-Rod
7 Sewer Equipment Company for Water
8 Pollution Control Maintenance
9 Department.

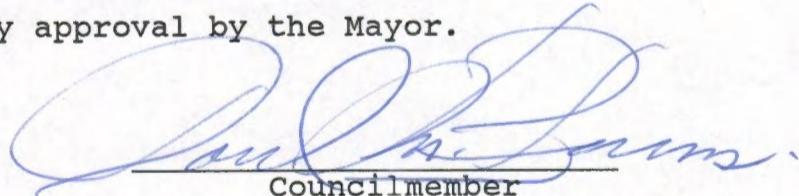
10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA;

12 SECTION 1. That Reference #846 between the City of
13 Fort Wayne, by and through its Department of Purchasing and
14 Flex-Rod Sewer Equipment Company for the Water Pollution
15 Control Maintenance Department respectfully for:

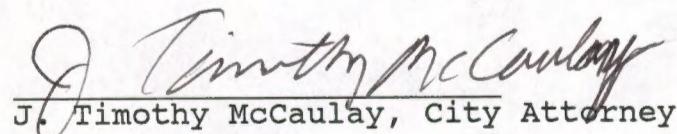
16 the purchase of two (2) power bucket
17 machines and accessories (used for the
18 removal of roots and debris from sewer
19 lines) for the Water Pollution Control
20 Maintenance Department;

21 involving a total cost of Nineteen Thousand Nine Hundred
22 Ninety-Five and no/100 Dollars (\$19,995.00+/-), all as more
23 particularly set forth in said Reference #846 which is on
24 file in the Office of the Department of Purchasing, and is
25 by reference incorporated herein, made a part hereof, and is
26 hereby in all things ratified, confirmed and approved.

27 SECTION 2. That this Ordinance shall be in full force
28 and effect from and after its passage and any and all
necessary approval by the Mayor.

29 
30 Councilmember
31

32 APPROVED AS TO FORM
AND LEGALITY

33 
34 J. Timothy McCaulay, City Attorney
35

BID REFERENCE NO. 846

WPM MAINTENANCE
BUCKET MACHINE

DESCRIPTION	QTY	UNIT	FLEX ROD	BEST EQUIP
BUCKET MACHINE	1	EA	\$8,820.75	\$8,820.75 \$8,131.00 \$8,131.00
PLATFORMS	2	EA	\$228.75	\$457.50 \$181.50 \$363.00
YOKE/ROLLER	2	EA	\$228.75	\$457.50 \$270.50 \$541.00
8" BUCKET	1	EA	\$147.00	\$147.00 \$182.00 \$182.00
10" BUCKET	1	EA	\$162.75	\$162.75 \$201.00 \$201.00
12" BUCKET	1	EA	\$178.50	\$178.50 \$226.00 \$226.00
15" BUCKET	1	EA	\$195.00	\$195.00 \$245.00 \$245.00
18" BUCKET	1	EA	\$213.00	\$213.00 \$277.00 \$277.00
BUCKET ARM	1	EA	\$84.75	\$84.75 STANDARD E \$0.00
MANHOLE JACK	1	EA	\$457.50	\$457.50 \$165.00 \$165.00
SAFETY GUARD	1	EA	STANDARD E	\$0.00 STANDARD E \$0.00
TOTAL COST OF 1 BUCKET MACHINE W/ACCESSORIES			\$11,174.25	\$10,331.00
TOTAL COST OF 2 BUCKET MACHINE W/OUT ACCESSORIES			\$17,641.50	\$16,262.00
TOTAL COST OF 2 BUCKET MACHINES W/ACCESSORIES			\$19,995.00	\$18,862.00

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 846

DATE May 11, 1988

DUE DATE Thursday, June 2, 1988 at 11:00 A.M.

SUBMISSION OF BIDS Sealed bids will be received by the City of Fort Wayne, in the State of Indiana, hereinafter "The City" until 11:00 o'clock A.M. on the day of Thursday, June 2, 1988, at the Office of the Purchasing Agent, Room 350, in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Two (2) Power Bucket Machines for the Water Pollution Control Maintenance Dept.

BID BOND REQUIRED NO _____ YES X AMOUNT 5%

PERFORMANCE BOND REQUIRED BY SUCCESSFUL BIDDER NO X YES _____ AMOUNT _____

AFFIRMATIVE ACTION

On file with the City of Fort Wayne _____ Attached to this document

Prompt payment discounts will be allowed as follows: None % if paid within _____ days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sales Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

Best Equipment Co. Inc

Name of Company

By

Jay O'Brien Agent

(signature)

Address 2804 N. Catherwood Ave.

City Indianapolis, In. 46219

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT OF THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

(a) The undersigned firm certifies that it is an ~~XXXXXX~~ Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership 0 %.

For WBE specify percentage of women ownership 0 %.

(b) The undersigned certifies that they are a joint venture in which the following ~~XXXXXX~~ firm Best Equipment Co., Inc. (cross out inapplicable provision) is a joint venture partner.

The ~~XXXXXX~~ (cross out inapplicable provision) firm shall have 0 % participation (employees) 0 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the ~~XXXXXX~~ firm 0 %. (cross out inapplicable provision)

(c) The undersigned commits 0 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

	<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		NOT APPLICABLE	
2.			
3.			

(d) The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

	<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		NOT APPLICABLE	
2.			
3.			

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: _____
NOT APPLICABLE

2. We have taken the following steps in an attempt to comply with these participation goals:
NOT APPLICABLE

NOT APPLICABLE

Contractor

Contractor

By NOT APPLICABLE

By _____

Its NOT APPLICABLE

Its _____

12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ NOT APPLICABLE. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:
45 to 60 working days

✓ 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

CERTIFICATION OF BIDDER/VENDOR

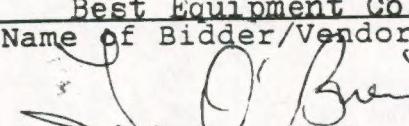
The undersigned, on behalf of Best Equipment Co. Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Best Equipment Co. Inc., that Terry O'Brien does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 2nd. day of June, 1988.

Best Equipment Co. Inc.
(Name of Bidder/Vendor)

Terry O'Brien, Agent
(Name and Title of Person Signing)

POWER BUCKET MACHINE

BASE FRAME SHOULD BE AT LEAST 4" CHANNEL, WITH BRACING TO BE OF WELDED CONSTRUCTION. RETRACTABLE FRONT WHEEL FOR TOWING AND TWO SPRING MOUNTED WHEELS. TWO RETRACTABLE LEVELING LEGS OF CHANNEL STEEL RAISING MECHANICALLY WITH POSITIVE LOCK.

9 H.P. ENGINE WITH STARTER AND GENERATOR WITH BATTERY INCLUDING POWER REDUCTION FOR BUCKET TRAVEL.

CLUTCH THAT DISENGAGES WHILE ENGINE IS RUNNING, ALLOWING FREE SPOOLING OF DRUM. AT LEAST TWO SPEED TRANSMISSION TO BE BELT DRIVEN, TENSION SHOULD BE ADJUSTABLE AND UNDER OVER-LOAD CONDITION WILL SLIP TO PROTECT SEWER PIPE AND OPERATOR. CABLE DRUMS MUST HAVE A CAPACITY OF 600(+) FEET OF 1/2" CABLE. OVERNIGHT DRUM SHOULD HAVE A CAPACITY OF 1000 FEET AND BE OPERATED FROM EITHER MACHINE. CABLE WINDER SHOULD BE MECHANICALLY DRIVEN. TOW BAR AND SAFETY CHAIN. LOCKING TOOL BOX ON EACH MACHINE AND WARNING LIGHT.

INCLUDE MANUFACTURER'S PRINTED MATERIAL WHEN SUBMITTING YOU BID.

ACCESSORIES

TWO (2) SURFACE HUNG PLATFORMS	EACH	\$ 181.50
TWO (2) YOKE AND ROLLER ASSEMBLY	EACH	\$ 270.50
ONE (1) BUCKET EACH	8"	\$ 182.00
	10"	\$ 201.00
	12"	\$ 226.00
	15"	\$ 245.00
	18"	\$ 277.00
BUCKET ARM WITH CHAIN	EACH	\$ Std.
MANHOLE JACK ASSEMBLY	EACH	\$ 165.00
SAFETY GUARD ON CHAIN AND BELT	EACH	\$ Std.
COST OF POWER BUCKET MACHINE W/ACCESSORIES ABOVE		\$ 10,331.00
TOTAL COST OF TWO POWER BUCKET MACHINES		\$ 18,862.00

Bond No.....

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

BEST EQUIPMENT COMPANY, INC.

That we,

the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Principal, (hereinafter called the "Principal"), and
unto.....
City of Fort Wayne, Indiana
as Surety, (hereinafter called the "Surety"), are held and firmly bound

in the sum of..... One Thousand and 00/100 Dollars (\$ 1,000.00).
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Sewer Equipment

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this..... 2nd..... day of..... June..... A.D. 19.88....

Barbara L. Sayer

Witness

Principal

(SEAL)

Norman G. Dahlmann, President

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Elaine Alexander

Witness

Elaine Alexander

Margaret B. Ellis
Margaret B. Ellis
Attorney-in-Fact

(SEAL)

**FIDELITY AND DEPOSIT
COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, Md. 21203

BID BOND

TO

ON BEHALF OF

\$

No.

PLEASE READ YOUR BOND

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Doris I. Messer, Barbara Jean Walls, Kenneth E. Kinnear, Margaret B. Ellis, Larry A. Nicolet, Cynthia A. Endicott, Allen Messer, C. Kenneth Lee and Elaine Alexander, all of Indianapolis, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Doris I. Messer, et al., dated, May 6, 1985.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of November A.D. 19⁸⁷

ATTEST:



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Assistant Secretary

By

Vice-President

**STATE OF MARYLAND
CITY OF BALTIMORE**

186

On this 9th day of November, A.D. 1987, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depoeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and
year first above written.



Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the
FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 2nd
day of June, 1988.

Christopher T. Baldwin
Assistant Secretary

WATER POLLUTION CONTROL MAINTENANCE COMMENT SHEET
AUGUST 10, 1988

REASONS FOR NOT AWARDING TO THE LOWEST BIDDER:

1. DIFFERENCE BETWEEN THE TWO BIDS WAS \$1,133.00.
2. WPCM HAS AN EXISTING PARTS INVENTORY OF APPROXIMATELY \$400.00. THESE PARTS ARE COMPATIBLE WITH BOTH THE EXISTING SRECO POWER MACHINES IN INVENTORY AND THE NEW SRECO POWER MACHINES.
3. WPCM WILL ALSO BE ABLE TO MAINTAIN AN INVENTORY OF EXTRA BELTS WHICH WILL FIT BOTH THE EXISTING AND NEW SRECO MACHINES.
4. WPCM (JIM BOYCE) CONTACTED FRANK McCARTHY OF TOLEDO, OH, AND BOB ELLINGER OF COLUMBUS, OH, REGARDING THE DEPENDABILITY OF THESE MACHINES. BOTH REPORTED THEY HAD EXPERIENCED CONSIDERABLE PROBLEMS WITH THE AQUATECH POWER MACHINES.
5. ISJIM MALYJ (PRONOUNCED MALEY) OF AKRON, OH, WAS ALSO CONTACTED. HE STATED HE WENT THRU THE BIDDING PROCESS. HE ALSO TOURED THE AQUATECH PLANT. AFTER EXAMINING THE AQUATECH MACHINES HE CONCLUDED THAT IF AKRON STUCK WITH ONE SYSTEM, HE COULD ELIMINATE THE NEED FOR TIME CONSUMING CROSS-TRAINING. HE STATED HIS DEPARTMENT WAS WELL PLEASED WITH THE SERVICE PROVIDED BY SRECO'S DEALER, FLEX ROD.
6. CLEVELAND, OHIO, WAS CONTACTED ALSO AND INDICATED PROBLEMS WITH AQUATECH'S ENGINES.
7. THE LIST OF USERS SUPPLIED TO US BY BEST EQUIPMENT ALSO LISTED THE CITY OF SPRINGFIELD, OHIO. SPRINGFIELD SAID THEY HAD NO SUCH EQUIPMENT.
8. OUR EXPERIENCE WITH THE EXISTING, 15-YEAR-OLD SRECO EQUIPMENT HAS BEEN POSITIVE WITH RELATIVELY LITTLE DOWN TIME AND MAINTENANCE COSTS. THE CITIES OF TOLEDO, COLUMBUS AND AKRON, OHIO, HAVE EXPERIENCED SIMILAR FINDINGS.

OUR RECOMMENDATION FOR SRECO POWER MACHINES IS BASED ON COST EFFECTIVENESS:

1. ONLY ONE SPARE PARTS INVENTORY.
2. FEWER INCIDENTS OF REPAIR.
3. SAFETY ENHANCEMENT DUE TO EXISTING FAMILIARITY WITH THE SRECO EQUIPMENT.

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Mann COUNTY } SS:

The undersigned bidder or agent, being duly sworn, on oath says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Jay O'Brien
Bidder or Agent
For Best Equipment Co. Inc.
Firm or Corporation

Subscribed and sworn to before me this 2nd day of June, 1988.

My Commission Expires

3-28-92

Ione Jonas
Ione Jonas

**ACCEPTANCE OF PROPOSAL
AS
CONTRACT**

It appearing from the records that there is now a sufficient unobligated appropriation of funds available, the foregoing agreement is accepted by the _____ of _____.

Such acceptance to operate as a contract binding such.

— 1 —

Dated this _____ day of _____, 19_____

— 8 —

— 1 —

Dated this _____ day of _____, 19_____

— 8 —

Attest:

Official Title

Board of Trustees

Gov't Unit

BID, OFFER OR PROPOSAL
on
**MATERIAL OR MATERIALS, EQUIPMENT,
GOODS OR SUPPLIES**

Fort Wayne, Indiana, June 2nd, 1988

To City of Fort Wayne In.
State name, official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of.....

Purchasing Agent Fort Wayne, In.
State name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality—Description	Unit Price	Amount
	2		Sewer Tools, trailer mounted power pull in bucket machines, capacity 1,000' of $\frac{1}{2}$ " cable, single joy stick controls, 3 speed forward transmission one in reverse; clutch and cable brake, 9 hp. gasoline engine, electric start and adjustable overload device. 5" channel frame, torsion axle, and adjustable eye hitch, plus all options required by city. Incl. Fenders F.O.B. Fort Wayne, In.		\$18,862.00

PROPOSAL

The undersigned bidder agrees to furnish to City of Fort Wayne, In.
Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications
and in compliance with all stipulations therein, at and for the prices set opposite each item, and declares
and represents that the price herein charged for each and every article and thing named in this offer or
bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the
articles embraced in this bid than that stated herein, except None

Here state specifically to whom, when, why, price

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, during the continuance of the contract sought hereunder, a less price than that stated herein, excepting market changes, he consents that the difference shall be deducted from any sum due under said contract, or, if there be none, that said difference may be recovered from him by appropriate action; and it is hereby agreed by this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder further agrees that he will not, directly or indirectly, withdraw this bid from the office in which it is filed and that the same shall in the manner and form in which it is made, become and remain a part of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

Purchasing Dept. of said Fort Wayne, Indiana,
Board or Trustees Gov't Unit

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate action upon said contract or bond or certified check, as the case may be, or either or both of them as provided by law in similar cases.

In testimony whereof the bidder has hereunto set ^(his) (their) hands this 2nd, day of
June 1888

Best Equipment Co., Inc.

By Sy O'Brien Bidder

Terry O'Brien

Agent

Agent or Individual Members of Firm or

Officers of Corporation

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, interlineations or alterations in the items specified will render such bid void as to class or items.

BID OF

For
**MATERIAL OR
MATERIALS, EQUIP.
MENT, GOODS OR
SUPPLIES**

FILED _____, 19_____

THIS BID ACCEPTED FOR THE
FOLLOWING CLASSES OR ITEMS

this _____ day of _____, 19_____

P. O. No. Issued: _____

Date _____

**IF NO PART OF BID IS ACCEPTED, WRITE THE
WORD "REJECTED" ACROSS PAGE**

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 846

DATE May 11, 1988

DUE DATE Thursday, June 2, 1988 at 11:00 A.M.

SUBMISSION OF BIDS Sealed bids will be received by the City of Fort Wayne, in the State of Indiana, hereinafter "The City" until 11:00 o'clock A.M. on the day of Thursday, June 2, 1988, at the Office of the Purchasing Agent, Room 350, in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Two (2) Power Bucket Machines for the Water Pollution Control Maintenance Dept.

BID BOND REQUIRED NO YES X AMOUNT 5%

PERFORMANCE BOND REQUIRED BY SUCCESSFUL BIDDER NO X YES AMOUNT

AFFIRMATIVE ACTION

On file with the City of Fort Wayne X Attached to this document

Prompt payment discounts will be allowed as follows: NET 3%
if paid within 30 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sales Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

FLEX-ROD SEWER EQUIPMENT COMPANY

Name of Company

By Jeris Kuhn Agent
(signature)

JERIS KUHN OWNER

Address 815 SHAWNEE ROAD

City LIMA, OHIO 45805

INSTRUCTIONS TO BIDDERS
(SUPPLIES)
CITY OF FORT WAYNE, INDIANA

May 11, 1988

(Non-Federally Assisted)

1. Requesting Department: Water Pollution Control Maintenance
415 E. Wallace Street
Fort Wayne, IN 46803

2. Inclusion of Clauses. If a clause in the INVITATION FOR BIDS (IFB) has a box / / beside it, the clause applies to the IFB only if it contains a checkmark of "X", or if required as part of the specifications.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he/she should at once contact the City Purchasing Agent. If the information requested or change made is substantive, the City will issue an amendment to solicitation and will send such amendment to all potential bidders who have procured an IFB. The City will not be responsible for any oral instructions.

4. Award of Contract (timeliness, Responsiveness, Responsibility). A contract resulting from the invitation for bids will be awarded to the lowest timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the Office of the City Purchasing Agent on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The City will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

bank of the sum of five percent (5%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by the City, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give performance bond with surety to be approved by the City, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bid bond shall be null and void or the certified check will be returned to the bidder. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract.

9. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Form 95.
- (b) Anti-Apartheid Requirement.
- (c)

10. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The Bidder can submit other names of materials and, if, in the opinion of the City, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the City determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the City prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT OF THE MBE/WBE
GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

(a) The undersigned firm certifies that it is an
~~(MBE/WBE)~~ Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership ____ %.

For WBE specify percentage of women ownership 100 %.

(b) _____ The undersigned certifies that they are a joint
venture in which the following (MBE/WBE) firm _____
(cross out inapplicable provision)
is a joint venture partner.

The MBE/WBE (cross out inapplicable provision) firm
shall have _____ % participation (employees) _____ %
participation (costs) in this project.

Specify the percentage of minority/women ownership
in the MBE/WBE firm ____ %. (cross out inapplicable
provision)

(c) The undersigned commits ____ % of the total bid price
as a subcontract to minority business enterprise partici-
pation. The MBE firms which are proposed as sub-
contractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
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1.

2.

3.

(d) The undersigned commits ____ % of the total bid price
as a subcontract to women business enterprise partici-
pation. The WBE firms which are proposed as subcon-
tractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
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1.

2.

3.

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: TO OUR KNOWLEDGE AN MBE COMPANY IS NOT AVAILABLE FOR THIS TYPE OF EQUIPMENT
2. We have taken the following steps in an attempt to comply with these participation goals:
IF THERE IS A TRUCK CHASSIS TO BID, WE DO CONTACT MBE TRUCK DEALERS.

FLEX-ROD SEWER EQUIPMENT COMPANY
Contractor

By Jeris Kuhn
Its JERIS KUHN

OWNER

Contractor

By _____
Its _____

12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 19,995.00. (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ _____ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

S P E C I A L C O N D I T I O N S

TO WHOM IT MAY CONCERN:

We have been rejecting bids that have been submitted because they have not been submitted correctly. Please make sure the following instructions have been followed:

1. The "Front Page", which is page 2, of the Bid Package, needs to be signed by the agent of the company submitting the bid. (President, Vice-President, Secretary, Treasurer, Agent for the Company, etc.)

2. The Non-Collusion Affidavit of Form 95, must be signed by the Bidder or Agent of the company submitting the bid. This signature, in turn, must be properly notarized according to IC 33-16-2-9, which says in part:

Sec. 9 (a) Each notary, in addition to affixing his/her name, expiration date, and seal, shall print or type his/her name immediately beneath his/her signature on a certificate of acknowledgment, jurat, or other official document, unless his/her name appears:

- (1) in printed form on the document; or
- (2) as part of his/her stamp in such form as to be legible when the document is photocopied; and also shall indicate his/her county of residence on the document.

3. A certified check, when used, is to be just that, a certified check. This is issued from the bank of your choice. A signed check from your personal or business account is not acceptable unless certified.

Gloria J. Goeglein
Director of Purchasing
City of Fort Wayne

POWER BUCKET MACHINE

BASE FRAME SHOULD BE AT LEAST 4" CHANNEL, WITH BRACING TO BE OF WELDED CONSTRUCTION. RETRACTABLE FRONT WHEEL FOR TOWING AND TWO SPRING MOUNTED WHEELS. TWO RETRACTABLE LEVELING LEGS OF CHANNEL STEEL RAISING MECHANICALLY WITH POSITIVE LOCK.

9 H.P. ENGINE WITH STARTER AND GENERATOR WITH BATTERY INCLUDING POWER REDUCTION FOR BUCKET TRAVEL.

CLUTCH THAT DISENGAGES WHILE ENGINE IS RUNNING, ALLOWING FREE SPOOLING OF DRUM. AT LEAST SPEED TRANSMISSION TO BE BELT DRIVEN, TENSION SHOULD BE ADJUSTABLE AND LOAD CONDITION WILL SLIP TO PROTECT SEWER PIPE AND OPERATOR. CABLE. HAVE A CAPACITY OF 600(+) FEET OF 1/2" CABLE. HAVE A CAPACITY OF 1000 FEET AND BE DRIVEN. TOW CABLE WINDER SHOULD BE MECHANICALLY LOCKING TOOL BOX ON EACH MACHINE AND WARNING LIGHT

28.60

INCLUDE MANUFACTURER'S

MATERIAL WHEN SUBMITTING YOUR BID.

ACCESSORIES

TWO (2) SURFACE HUNG PLATFORMS	EACH	$\$457.50 \times 2 = \915.00
TWO (2) YOKE AND ROLLER ASSEMBLY	EACH	\$ _____
ONE (1) BUCKET EACH	8"	\$147.00
	10"	\$162.75
	12"	\$178.50
	15"	\$195.00
	18"	\$213.00
BUCKET ARM WITH CHAIN	EACH	\$ 84.75
MANHOLE JACK ASSEMBLY	EACH	\$457.50
SAFETY GUARD ON CHAIN AND BELT	EACH	\$STANDARD EQUIPMENT
 COST OF POWER BUCKET MACHINE W/ACCESSORIES ABOVE		\$11,174.25
 TOTAL COST OF TWO POWER BUCKET MACHINES		\$17,641.50

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of FLEX-ROD SEWER EQUIPMENT COMPANY, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of FLEX-ROD SEWER EQUIPMENT COMPANY, that (SHE) JERIS KUHN does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 1ST day of JUNE, 1988.

FLEX-ROD SEWER EQUIPMENT COMPANY
(Name of Bidder/Vendor)

Jeris Kuhn
(Name and Title of Person Signing)
JERIS KUHN - OWNER

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

FORT WAYNE, Indiana JUNE 1, 1988

To ... CITY OF FORT WAYNE, INDIANA
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of

DEPARTMENT OF PURCHASING - CITY OF FORT WAYNE, INDIANA
state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
	2	EACH	SRECO MODEL 9HP-PI PULL-IN BUCKET MACHINE AS PER CITY OF FORT WAYNE'S SPECIFICATIONS WHICH WE MEET WITHOUT DEVIATION COMPLETE WITH ACCESSORIES PRICE QUOTED F. O. B. FORT WAYNE, INDIANA		\$19,995.00
			UNIT SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AGAINST DEFECTIVE PARTS AND FAULTY WORKMANSHIP. THE ENGINES SHALL BE COVERED BY THE ORIGINAL MANUFACTURER'S GUARANTEE.		
			DELIVERY: 30 - 45 DAYS AFTER RECEIPT OF FORMAL PURCHASE ORDER. A FACTORY TRAINED REPRESENTATIVE WILL TRAIN THE SELECTED PERSONNEL IN THE CITY OF FORT WAYNE ON THE PROPER OPERATION AND MAINTENANCE AT NO ADDITIONAL COST TO THE CITY.		

BID OF

For

**MATERIAL OR MATERIALS,
EQUIPMENT, GOODS
OR SUPPLIES**

EILED..... 19

THIS BID ACCEPTED FOR THE
FOLLOWING CLASSES OR ITEMS

this day of 19.....

P.O. No. Issued:	Date
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IF NO PART OF BID IS ACCEPTED, WRITE THE WORD "REJECTED" ACROSS FACE

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA } ss:
COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by any one at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

FLEX-ROD SEWER EQUIPMENT COMPANY.

Jeris Kuhn
Bidder or Agent
JERIS KUHN OWNER

Subscribed and sworn to before me this 1ST day of JUNE, 1988

My Commission Expires

HENRY M. CARLETON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires March 2, 1993

Henry M. Carleton

ACCEPTANCE OF PROPOSAL AS CONTRACT

It appearing from the records that there is now a sufficient unobligated appropriation of funds available, the foregoing agreement is accepted by the of

Board or trustee

....., Indiana as to classes or items
Gov't. Unit

Such acceptance to operate as a contract binding such
Gov't. Unit

Dated this day of 19

Attest:

..... Board or Trustee

..... Official Title

PROPOSAL

The undersigned bidder agrees to furnish to..... Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications and in compliance with all stipulations therein, and for the prices set opposite each item, and declares and represents that the price herein charged for each and every article and thing named in this offer or bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the articles embraced in this bid than that

stated herein, except.....
.....
.....

(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, during the continuance of the contract sought hereunder, a less price than that stated herein, excepting market changes, he consents that the difference shall be deducted from any sum due under said contract, or, if there be none, that said difference may be recovered from him by appropriate action; and it is hereby agreed by this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder further agrees that he will not, directly or indirectly, withdraw this bid from the office in which it is filed and that the same shall in the manner and form in which it is made, become and remain a part of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

WATER POLLUTION CONTROL MAINT..... of said CITY OF FORT WAYNE....., Indiana
(Board or Trustee) (Gov't. Unit)

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate action upon said contract or bond or certified check, as the case may be, or either or both of them as provided by law in similar cases.

(CHER)
~~ANS~~

In testimony whereof the bidder has hereunto set ~~their~~ hand (s) this1ST..... day of
JUNE , 19 88

FLEX-ROD SEWER EQUIPMENT COMPANY

By.....

Agent or Individual Member of Firm or

Officers of Corporation

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, interlineations or alterations in the items specified will render such bid void as to class or items.



OHIO - TOLL FREE
1-800-221-7637

ZIP CODE 45805

OUTSIDE OHIO
1-800-327-7637

IT IS THE POLICY OF HUNTINGTON NATIONAL BANK
THAT THEY NO LONGER CERTIFY CASHIER'S CHECKS.

FLEX-ROD SEWER EQUIPMENT COMPANY

Jeris Kuhn
JERIS KUHN OWNER

HUNTINGTON NATIONAL BANK

Mary Ann Hunt
MARY ANN HUNT BRANCH
MANAGER

Read the first time in full and on motion by Burns, seconded by Solomon, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on 8-23-88, the 19 day of August, at 10:00 o'clock A.M., E.S.T.

DATED: 8-23-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Solomon, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>			<u>1</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>STIER</u>				<u>✓</u>
<u>TALARICO</u>	<u>✓</u>			

DATED: 9-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. J-145-88 on the 13th day of September, 1988.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Sandra E. Kennedy
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of September, 1988, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of September, 1988, at the hour of 1:00 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

188-08-47

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 846 with respect to the purchase of two (2) power bucket machines and accessories for the WPC Maintenance Department. The cost reflects the most responsible of two (2) vendors.

EFFECT OF PASSAGE: These machines are used for the removal of roots and debris from sewer lines.

EFFECT OF NON-PASSAGE: Sewer lines will become clogged with roots and debris which will cause sewer back up into residential and commercial services.

MONEY INVOLVED: Flex Rod Sewer \$19995.00

SOURCE OF FUNDING: WPC Maintenance
Fund Line: 514-533-B101-4444

BILL NO. S-88-08-47

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (REXXXXXX) approving the awarding of Reference #846 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Flex-Rod Sewer Equipment Company for Water Pollution Control Maintenance Department

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

YES

NO

Paul M. Burns

PAUL M. BURNS

CHAIRMAN

Charles B. Redd

CHARLES B. REDD

Mark E. Giaquinta

VICE CHAIRMAN

MARK E. GIAQUINTA

Samuel J. Talarico

SAMUEL J. TALARICO

James S. Stier

JAMES S. STIER

CONCURRED IN

9-13-81

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk